

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
5 Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
6 767 Fifth Avenue
7 New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

8 KELLER & BENVENUTTI LLP
9 Tobias S. Keller (#151445)
(tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
(jkim@kellerbenvenutti.com)
10 650 California Street, Suite 1900
11 San Francisco, CA 94108
Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors
and Debtors in Possession*
14

15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18 **In re:**

19 **PG&E CORPORATION,**

20 **- and -**

21 **PACIFIC GAS AND ELECTRIC
COMPANY,**

22 **Debtors.**

23
24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric Company
26 Affects both Debtors

27 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

28 Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

1 PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the
2 “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned
3 chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property
4 listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the
7 “**Bankruptcy Code**”), and represent and agree as follows:

8 **RECITALS**

9 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the
11 “**Bankruptcy Court**”).

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

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20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE
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22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

EXECUTION PAGE

1
2 Dated: June 24, 2019

**WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP**

By: /s/ Jane Kim

**Jane Kim
Attorneys for Debtors
and Debtors in Possession**

Dated: _____ / ____ / 2019

LESSOR

By: _____
Capacity: ~~Attorneys for Lessor~~ / Lessor /
Authorized Officer of Lessor
Signatory Name: _____

Signatory Address:

LESSOR of 4111 Broad Street
San Luis Obispo CA 93401
Roland S. Ball Revocable Trust
dated November 20, 1995

By *Stephen N. Dorsi*
Stephen N. Dorsi, Trustee
2710 Branch Mill Road
Arroyo Grande CA 93420

2019 07 19

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EXHIBIT A

Name of Lessor: THE ROLAND S BALL REVOCABLE TRUST AND THE
GERALD A WILLIAMS FAMILY TRUST
Property Address: 4111 Broad Street
San Luis Obispo, CA 93401

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
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Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July / 1 / 2019

LESSOR

By:

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Roger O. Walther

Signatory Address:

31.31. B11.

San Francisco, CA 94123

EXHIBIT A

Name of Lessor: TUSKER CORPORATION

Property Address: 1593 North Point Street, 2nd Floor
San Francisco, CA 94123

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
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2 Dated: June 24, 2019

EXECUTION PAGE

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WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

4

5

By: /s/ Jane Kim

6

Jane Kim

7

Attorneys for Debtors
and Debtors in Possession

8

Dated: June 128/2019

LESSOR

9

10

By: Richard Davies

11

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

12

Richard Davies

13

Signatory Address:

14

PO Box 80067

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Bakersfield, CA 93380

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EXHIBIT A

Name of Lessor: W. P. DAVIES OIL COMPANY

Property Address: 4115 Arrow Street
Bakersfield, CA 93308

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
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Dated: June 24, 2019

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By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 12, 2019

LESSOR

By: Karen A. Plaskett
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor Attyske
Signatory Name:

Karen A. Plaskett
Karen A. Plaskett
Signatory Address:
11638 S. Granite Ln
Bakersfield Ca 93308

1

EXHIBIT A

2

Name of Lessor: Warren A. Plaskett and Karen D. Plaskett, trustees of the
Warren A. Plaskett and Karen D. Plaskett Living Trust dated
1989

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Address: 4201 Arrow Street
Bakersfield, CA 93308

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3 chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property
4 listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the
7 “**Bankruptcy Code**”), and represent and agree as follows:

8 **RECITALS**

9 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the
11 “**Bankruptcy Court**”).

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE
21 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER
22 THAT:

23 1. The Lessor consents to, and this Stipulation hereby constitutes “prior written
24 consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an
25 extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any
26 nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the
27 earlier of (i) June 30, 2020, or (ii) the effective date of a reorganization plan for the Debtors in
28 these Chapter 11 Cases (the “**Extended Deadline**”).

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

8 4. Nothing contained in this Stipulation or any actions taken by the Debtors
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,
16 amendment, or other modification of the terms of the Leases.

17 5. This Stipulation may be executed in multiple counterparts, each of which
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

EXECUTION PAGE

Dated: August 5, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: Aug / 6 / 2019

LESSOR

By: For Community First Credit Union
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Signatory Address:

1105 N. DUTTON AVE

SANTA ROSA, CA 95401

EXHIBIT A

Name of Lessor: Community First Credit Union

Address: 100 N. Main Street
Fort Bragg CA 95437

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2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
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(ray.schrok@weil.com)
4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
5 Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
6 767 Fifth Avenue
7 New York, NY 10153-0119
Tel: 212 310 8000
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8 KELLER & BENVENUTTI LLP
9 Tobias S. Keller (#151445)
(tkeller@kellerbenvenutti.com)
0 Jane Kim (#298192)
(jkim@kellerbenvenutti.com)
1 650 California Street, Suite 1900
2 San Francisco, CA 94108
2 Tel: 415 496 6723
2 Fax: 650 636 9251

3 *Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

9 | In re:

Bankruptcy Case

PG&E CORPORATION.

No. 19-30088 (DM)

11 - and -

Chapter 11

2 | **PACIFIC GAS AND ELECTRIC
COMPANY.**

(Lead Case)

(Jointly Administered)

4                                                                                                                                                                                   <

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

5 Affects PG&E Corporation
 Affects Pacific Gas and Electric Company
 Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

1 PG&E Corporation ("PG&E Corp") and Pacific Gas and Electric Company (the
2 "Utility", and together the "Debtors") as debtors and debtors in possession in the above-captioned
3 chapter 11 cases (the "Chapter 11 Cases"), and the lessor (the "Lessor") of the real property
4 listed in Exhibit A, hereby submit this stipulation (the "Stipulation") consenting to a further
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the
7 "Bankruptcy Code"), and represent and agree as follows:

8 **RECITALS**

9 A. On January 29, 2019 (the "Petition Date"), the Debtors commenced the
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the
11 "Bankruptcy Court").

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE
21 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER
22 THAT:

23 1. The Lessor consents to, and this Stipulation hereby constitutes "prior written
24 consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an
25 extension or extensions (the "Extension") to the time within which a Debtor must assume any
26 nonresidential real property lease to which it and the Lessor are a party to (the "Leases"), until
27 January 31, 2020 (the "Extended Deadline").

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

8 4. Nothing contained in this Stipulation or any actions taken by the Debtors
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
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11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
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16 amendment, or other modification of the terms of the Leases.

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19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

EXECUTION PAGE

Dated: July 16, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim

Attorneys for Debtors
and Debtors in Possession

Dated: July 18/ 2019

LESSOR

By:

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor

Signatory Name: NEARON SUNSET LLC

ANTHONY PERINO, PRESIDENT

Signatory Address:

101 Ygnacio Valley Road, #450
Walnut Creek, CA 94596

EXHIBIT A

Name of Lessor: NEARON SUNSET, LLC

Address: 3401 Crow Canyon
San Ramon, CA 94583

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
5 Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
6 767 Fifth Avenue
7 New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

8 KELLER & BENVENUTTI LLP
9 Tobias S. Keller (#151445)
(tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
10 (jkim@kellerbenvenutti.com)
11 650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors
and Debtors in Possession*
14

15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18
19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC
COMPANY,**

23 **Debtors.**

24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric Company
26 Affects both Debtors

27 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

1 PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the
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16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

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25 extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any
26 nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until
27 November 30, 2019 (the “**Extended Deadline**”).

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2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
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24 provisions of this Stipulation.

25

26

27

28

EXECUTION PAGE

1
2 Dated: July 5, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

8 Dated: JULY 15/2019

LESSOR

Signatory Address:

450 Roxbury Drive
BEVERLY HILLS CA 90210

EXHIBIT A

Name of Lessor: PGE Starpoint, LLC, PGE 1, LLC, PGE 2, LLC, PGE 3, LLC, PGE 4, LLC, PGE 5, LLC, PGE 6, LLC, PGE 7, LLC, PGE 8, LLC, PGE 9, LLC, PGE 10, LLC, PGE 11, LLC, PGE 12, LLC, PGE 13, LLC, PGE 14, LLC, PGE 15, LLC, PGE 16, LLC, PGE 17, LLC, PGE 18, LLC, PGE 19, LLC, PGE 20, LLC, PGE 21, LLC, and PGE 26, LLC, as tenants-in-common.

Address: 650 O Street
Fresno, CA 93721

705 P. Street
Fresno, CA 93721

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119